

**REIMBURSEMENT AGREEMENT****LIBBY ASBESTOS SITE**

Lincoln County, Montana

THIS AGREEMENT, is made and entered into this ____ day of _____, 2003, by and between Trudy Siefke ("Owner") and the United States Environmental Protection Agency ("EPA").

WHEREAS, the response action at the Libby Asbestos Site (the "Site"), Lincoln County, Montana by EPA is authorized by Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300; and

WHEREAS, the Owner is the owner of the land and improvements known as 3496 Highway 2 South, Libby, MT 59923 (the "Property") located within the site; and

WHEREAS, the Owner maintains a residence on the Property and had several small buildings as well as items of personal property located on the Property; and

WHEREAS, on August 18, 2001, the Amendment to the Action Memorandum issued by EPA on May 23, 2000 documented EPA's determination that cleanup was necessary at the Property because of asbestos contamination; and

WHEREAS, the selected response action implemented at the Property resulted in the demolition of certain small buildings and the disposal of contaminated personal items which were either not amenable to cleaning or were more expensive to clean than replace; and

WHEREAS, the owner certifies that the personal property was acquired with no knowledge of the asbestos contamination; and

WHEREAS, the owner granted access to the Property to EPA, its employees, agents, contractors and representatives for purposes of implementing the selected response action for the Property including the demolition and disposal of contaminated buildings, equipment and inventory;

WHEREAS, at the time that EPA and the Owner executed a settlement agreement for reimbursement for buildings and personal property disposed of pursuant to cleanup requirements, EPA planned to clean the "Steel Shed" and replace its second story loft, workbenches and insulation. Therefore, the value of these assets was not included in the agreement dated April 10, 2002;

32NF-L
32NF-L
9/22/03

Hand
EPR-1
9/22/03

82NF-L
Karcher
9/25/03

1
3EPR-SR
Vodenhof
9/25/03

3EPR-SR
K
Christina
9/25/03

WHEREAS, EPA subsequently determined that the "Steel Shed" could not be effectively cleaned and demolished the structure to prevent future asbestos exposure;

WHEREAS, EPA has offered to replace the "Steel Shed", including electrical work, shelves and benches, the second story loft and insulation, but the Owner has indicated her desire to obtain cash instead of the building; and

WHEREAS, the property and assets at issue were appraised by Charles Lapp, a certified appraiser with Alpine Auction and Appraisal Services, Inc., and the fair market value determined to be a total of \$3,050;

NOW, THEREFORE, in consideration of the mutual promises, obligations, and agreements set forth below, the parties agree as follows:

I. Obligation of EPA.

EPA shall pay to the Owner the sum of THREE THOUSAND FIFTY DOLLARS (\$3,050) within (30) days of execution of this Agreement, which sum represents compensation for the "Steel Shed" (including building structure, electrical, benches and shelves, second story loft and insulation) which was demolished and disposed of pursuant to implementation of the selected response action.

II. Obligations of the Owner.

A. The Owner has and will continue to provide to EPA, its employees, agents, contractors, and representatives the right to enter upon the Property for purposes of implementing the selected response action at the Property.

B. The Owner agrees that compensation will not be sought in any forum for the "Steel Shed" (including building structure, electrical, benches and shelves, second story loft and insulation) or other costs where such compensation has already been provided for pursuant to this Agreement.

III. Release of Claims.

The Owner hereby agrees that payment by EPA of the monetary amount set forth herein in Paragraph I represents full settlement and just compensation, under all applicable laws and regulations, of any and all claims the Owner may have against EPA for actual replacement and as compensation for the replacement value of all buildings and personal items disposed of pursuant to implementation of the selected response action, as specifically listed in this Agreement and the Agreement executed on April 10, 2002. The Owner expressly reserves all rights against W.R. Grace & Company and any other legal entity, and this release is not intended to release any other rights or causes of action against any and all legal entities other than the EPA.

IV. Reservation of Rights.

Nothing in this Agreement shall preclude the Owner from pursuing any legal remedy that the Owner may otherwise have against any other entity to recover damages and seek compensation not covered by or included in this Agreement or the Agreement dated April 10, 2002. Nothing in this Agreement shall preclude EPA from pursuing any legal remedy that it may otherwise have against any potentially responsible party in order to recover costs EPA incurs for response actions at the Site.

V. Notices.

A. Any notice or communication required or permitted under this Agreement shall be deemed to have been given if in writing and either delivered personally or mailed by first-class,

If to the Owner:

Trudy Siefke
3496 Highway 2 South
Libby, MT 59923

If to EPA

Jim Christiansen, EPR-SR
U.S. Environmental Protection Agency
999 18th Street, Suite 300
Denver, CO 80202

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner prescribed above.

VI. Modifications.

This Agreement may be amended, modified or terminated only by written instrument or written instruments signed by both parties hereto. No oral comment nor act or course of dealing shall be construed to constitute an amendment, modification or termination hereof.

VII. Parties Bound.

This Agreement is binding upon EPA and any successor agency of the U.S. Government, and upon the Owner and the Owner's heirs, successors and assigns.

VIII. Obligations of Future Appropriations.

Nothing in this Agreement shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Congress of the United States of America.

IX. Payment Information.

Payee name and address:

Receiving bank information for wire transfer:

Siefke Account Name:

Account Number:

Bank Name:

Bank Number:

Wire Transfer Number:

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective upon the date on which EPA executes the Agreement.

Owner

U.S. Environmental Protection Agency

Trudy Siefke

Max Dodson
Assistant Regional Administrator
Office of Ecosystem Protection
and Remediation

Social Security Number

Date: _____

Date: _____

Notary: _____

Date: _____



2002735



U.S. Department
Of Transportation

**Research and
Special Programs
Administration**

John A. Volpe
National Transportation
Systems Center

55 Broadway
Kendall Square
Cambridge Massachusetts 02142

November 18, 2002

Mr. Paul Peronard
On-Scene Coordinator
Environmental Protection Agency
999 18th Street, Suite 500, 8EPR-ER
Denver, CO 80202-2466

Subject: **Siefke Residence Steel Shed Appraisal**

Dear Mr. Peronard,

Enclosed please find two copies of the Final Appraisal for the Siefke Steel Shed. Please contact me if you would like assistance in the negotiations or if you require additional information in regards to the Steel Shed for the settlement between the Government and the Siefke's.

Please note the insulation appraisal was done as an amendment to the initial appraisal request. Therefore, the \$43,750.00 value of the complete building and content replacement is increased by \$806.00 for the insulation, totaling \$44,556.00.

We appreciate the opportunity to assist you in this and future Libby Asbestos Project efforts. Should you have any questions, please call me at (617) 494-3940.

Sincerely,

Paul G. Kudarauskas
Environmental Protection Specialist

cc: **File/Siefke**